# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approval of an Agreement Relating to a Permanent Easement and Accept a Drainage Easement for the Lake Drive Improvement Project from Tuskawilla Road to Seminola Boulevard

**DEPARTMENT:** Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Antoine Khoury EXT: 5768

# MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Agreement Relating to a Permanent Easement and accept a Drainage Easement (John F. Simpson, Jr., and Marion L. Simpson to Seminole County) for the Lake Drive Project from Tuskawilla Road to Seminola Boulevard.

District 2 Michael McLean Jerry McCollum

### **BACKGROUND:**

The Lake Drive construction design required replacement of an existing stormwater outfall pipe connected to a structure on private property. The right-of-way acquisition plans did not include easements necessary for such replacement or discharge of the pond outfall to a ditch on private property owned by John F. Simpson, Jr., and Marion L. Simpson. Since these issues were not discovered until the work was complete, the engineer of record has successfully reached an agreement with the property owners and modified all plans and environmental permits (at no cost to the County) to reflect the proposed conditions outlined in the attached Agreement Relating to a Permanent Easement document.

The work contemplated by the proposed agreement is needed to mitigate impacts to the Simpsons' property due to the construction of Lake Drive. The Simpsons have agreed to the drainage modifications in lieu of any monetary compensation from the County, including attorney's fees. Funding for construction of this work is available in the project budget.

# **STAFF RECOMMENDATION:**

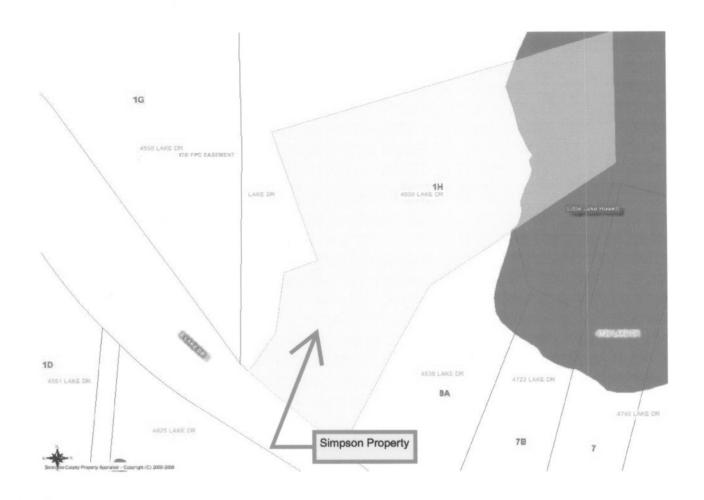
Staff recommends that the Board approve and authorize the Chairman to execute an Agreement Relating to a Permanent Easement and accept a Drainage Easement (John F. Simpson, Jr., and Marion L. Simpson to Seminole County) for the Lake Drive Project from Tuskawilla Road to Seminola Boulevard.

# **ATTACHMENTS:**

- 1. Location Map Lake Drive Simpson Property
- 2. Agreement Relating to Permanent Easement Lake Drive
- 3. Drainage Easement Lake Drive John F. Simpson, Jr. & Marion L. Simpson

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



# LOCATION MAP LAKE DRIVE SIMPSON PROPERTY

## AGREEMENT RELATING TO PERMANENT EASEMENT

STATE OF FLORIDA	)
COUNTY OF SEMINOLE	)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between JOHN F. SIMPSON, JR., AND MARION L. SIMPSON, whose address is 4600 East Lake Drive, Winter Springs, Florida 32708, hereinafter collectively referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

# WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a road project in Seminole County;

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

# I. LEGAL DESCRIPTIONS

# (a) The Parent Tract:

A tract of land in Section 14, Township 21 South, Range 30 East, Seminole County, Florida: said tract lying North of East Lake Drive, East of the Florida Power Corporation transmission line right of way and within the waters and adjacent to the Westerly shore of Little Lake Howell and being more particularly described as follows: Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being on the South line of the Phillip R. Yonge Grant; thence run N.84°20'31"W., along said Grant line, 2018.80 feet; thence run N.30°55'39"E. a distance of 1107.241 feet to an intersection with the Northerly right of way of East Lake Drive and the Point of Beginning; thence continuing N.30°55'39"E. a distance of 348.759 feet; thence N.58°55'59"E. a distance of 486.281 feet to and into the waters of Little Lake Howell; thence N.00°40'14"W. in the waters of said Little Lake Howell, a distance of 461.783 feet; thence N.88°47'12"W. parallel with the North line of said Section 14, through and out of the waters of said Little Lake Howell, a distance of 831,384 feet to an intersection with the East right of way of the Florida Power Corporation transmission line right of way as recorded in Official Records Book 410, Page 251 of the Public Records of Seminole County, Florida; thence S.00°34'13"E. along said East transmission

line right of way, a distance of 820.40 feet to an intersection with the Northeasterly right of way of said East Lake Drive; thence S.44°56'03"E., along said Northeasterly right of way of East Lake Drive, 47.788 feet to the point of curvature of a curve being concave to the Northeast and having a radius of 1880.080 feet and a central angle of 05°39'00"; thence Southeasterly, along said Northeasterly right of way, a distance of 185.397 feet to the end of said curve; thence S.50°35'03"E., along said Northeasterly right of way of East Lake Drive, 79.908 feet to the Point of Beginning; containing 11.000 acres West of the Westerly shore of said Little Lake Howell.

Parcel I.D. Number: 41-21-30-300-001A-0000, hereinafter the "Parent Tract".

(b) The Easement Property:

See, attached Exhibit "A", hereinafter the "Easement Property". Parcel I.D. Number: 41-21-30-300-001A-0000.

# II. CONSIDERATION

- (a) OWNER voluntarily agrees to grant a Permanent Easement over, above, across, upon, under and through the Easement Property by Permanent Easement, free of liens and encumbrances, for the use and benefit of the COUNTY for the following consideration:
- (1) COUNTY agrees to close the stormwater outfall currently located at the front center of the Parent Tract facing Lake Drive and to relocate the runoff currently being discharged through the outfall to the Easement Property.
- (2) COUNTY agrees to fill and sod a portion of the existing ditch outfall that currently bisects the southern part of the Parent Tract near Lake Drive as shown on Exhibit "B" to this Agreement. COUNTY further agrees that upon execution of the Drainage Easement Agreement the COUNTY waives, releases and relinquishes any rights, express, implied or otherwise, to the existing ditch outfall referenced on attached Exhibit B.
- (3) COUNTY agrees to construct a swale on the west side of the Parent Tract on the Easement Property to pick up runoff within the Parent Tract that currently runs overland to the swale location and this swale will route the runoff north to the wetlands located on the north side of the Parent Tract.

The above described commitments by the COUNTY are in full satisfaction of any and all compensation due to the OWNER as a result of the acquisition of this Easement Property for any reason and for any account whatsoever.

- (b) COUNTY shall be responsible for the following closing costs: recording fees for Permanent Easement and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.
  - (c) OWNER shall be responsible for OWNER's own attorney's fees.
- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this Agreement relating to covenants made herein by the OWNER.

# III. CONDITIONS

- (a) The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY'S closing agent that a closing is ready to occur.
- (b) OWNER agrees to remove from the Easement Property any personal property or vegetation that OWNER wishes to relocate.
- (c) Any and all encroachments existing within the Easement Property are to be removed at the expense of the OWNER.
- (d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Easement Property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.
- (e) The easement instrument to be utilized at closing shall include the covenant of further assurances in addition to containing all other common law covenants through the use of an easement instrument and is conditioned on the COUNTY agreeing to utilize said Easement Property only in accordance with the Lake Drive Simpson Plans and specifications prepared by Lochrane Engineers-Surveyors, Project No. PS-331, Exhibits 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 5, and as submitted to the St. Johns River Water Management District on February 27, 2009, and further in accordance with the St. Johns Water Management District Letter Modifying Permit No. 4-117-63028.5 dated April 15, 2009.
- (f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.
- (g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.
- (h) The COUNTY shall be solely responsible for all of COUNTY activities conducted on or within the Easement Property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

- (i) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- (j) This entire Agreement is conditioned upon the necessary approval and permits from the St. Johns River Water Management District.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in their respective names on the date first above written.

executed in their respective flames on the date	s mot above written.
WITNESSES:  SIGNATURE  WITNESSES:  SIGNATURE	JOHN F. SIMPSON, JR.
Valerie T. Ziebarth PRINT NAME	
Fatricia Jamesone SIGNATURE/	
PATRICIA J SANSONE PRINT NAME	
Muri hi bath	MARION L. SIMPSON
Valerie T. Ziebarth PRINT NAME	
SIGNATURE/ SURSINE	ADDRESS: 4600 East Lake Drive Winter Springs, FL 32708
PATRICIA J SANSONE	

[Balance of this page intentionally blank; signatory page continues]

PRINT NAME

# ATTEST:

# BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:
, Chairman  Date:
As authorized for execution by the Board of County Commissioners at its, 2009, regular meeting.
manent Easement Agreement Doc

PURPUSE: DRAINAGE

A 20.00 feet wide Drainage Easement being a part of that parcel of land described in Official Record Book 1146, page 255 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at a 4-inch by 4-inch concrete monument stamped "PRM \*2005" marking the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being the Intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant as shown on Seminole County Right of Way Map for Lake Drive, County Project Number PS-331; thence run North 00°14'06" West along the West line of said Section 13 a distance of 738.41 feet to a point on the Survey Baseline for Lake Drive as shown on said Right of Way Map; thence departing said West line run South 74°31'41" West along said Survey Baseline a distance of 289.31 feet to the point of curvature of a curve concave Northerly having a radius of 954.93 feet; thence run Westerly along the arc of said curve and continue along said Survey Baseline through a central angle of 54°24'42" a distance of 906:86 feet to the point of tangency; thence run North 51°03'37" West and continue along said Survey Baseline a distance of 510.24 feet to the point of curvature of a curve concave Northeasterly having a radius of 1909.86 feet; thence run Northwesterly along the arc of said curve and continue along said Survey Baseline a through a central angle of 05°39'00" a distance of 188.33 feet to the point of tangency; thence departing said curve and said Survey Baseline run North 44°35'23" East radial to the aforesaid curve a distance of 30.00 feet to a point on the existing Northerly right of way line of Lake Drive as shown on the aforesaid Right of Way Map; thence run North 45°24'37" West along said existing right of way line a distance of 1.37 feet for a Point of Beginning; thence continue North 45°24'37" West along said existing right of way line a distance of 28.45 feet; thence departing said existing right of way line run North 00°44'21" West, parallel to and 10.00 feet Easterly of the Westerly line of that parcel of land described in Official Record Book 1146, page 255 as recorded in the Public Records of Seminole County, Florida, a distance of 835.29 feet to the Northerly line of said parcel; thence South 89°15'46" East along said Northerly line a distance of 813.33 feet to the Easterly line of said parcel; thence South 01°15'41" East along said Easterly line a distance of 20.01 feet; thence departing said Easterly line run North 89°15'46" West a distance of 793.51 feet; thence South 00°44'21" East a distance of 835.00 feet to the Point of Beginning.

Containing 0.752 acres (32,771 square feet), more or less.

THIS IS NOT A BOUNDARY SURVEY

LOCHRANE ENGINEERING, INC.

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EXHIBIT

# LOGHRAINE

Consulting Engineers - Surveyors

201 South Bumby Avenue Orlando Florida 32803 (407) 896-3317

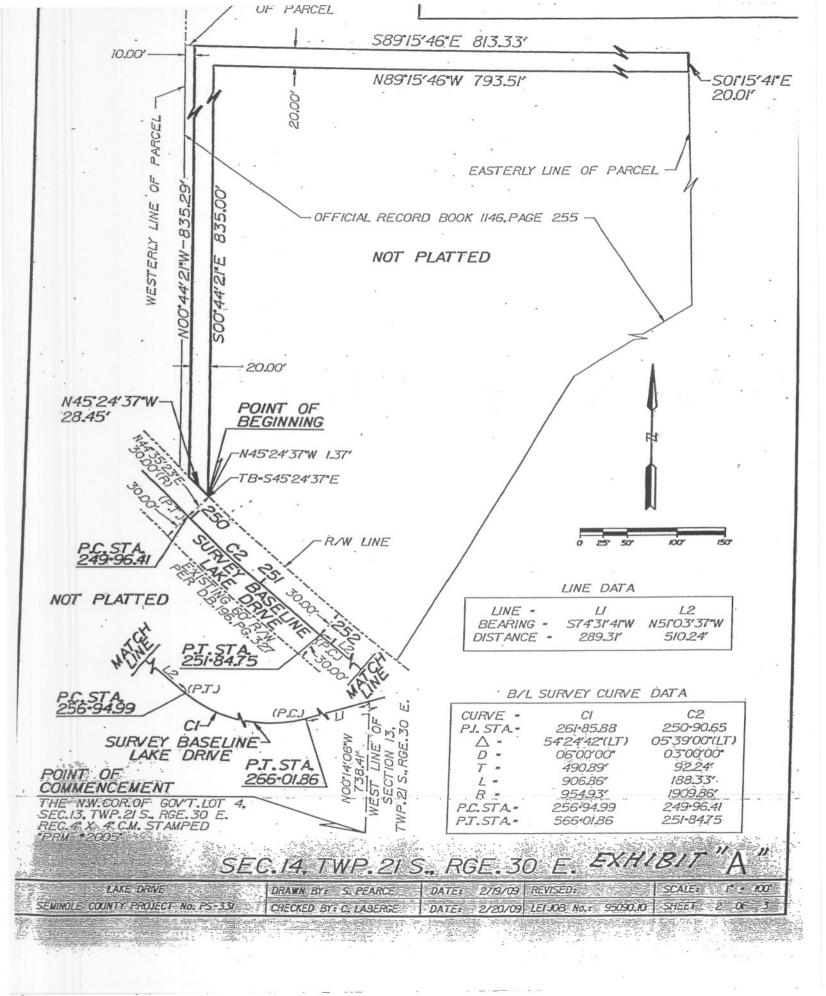
PROJECT NAME: LAKE DRIVE

DRAWN BY S. PEARCE DATE: 2/19/09 SCALE: N/A

CHECKED BY: C. LABERGE DATE: 2/20/09 LEIJOB No.: 95090.10

SEC. 14: TWP: 21S., RGE: 30 E. REVISED: SHEET 1 0E 3

HRISTOPHER A. LOBERGE
S.M. No. 604
MOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



# GENERAL NOTES:

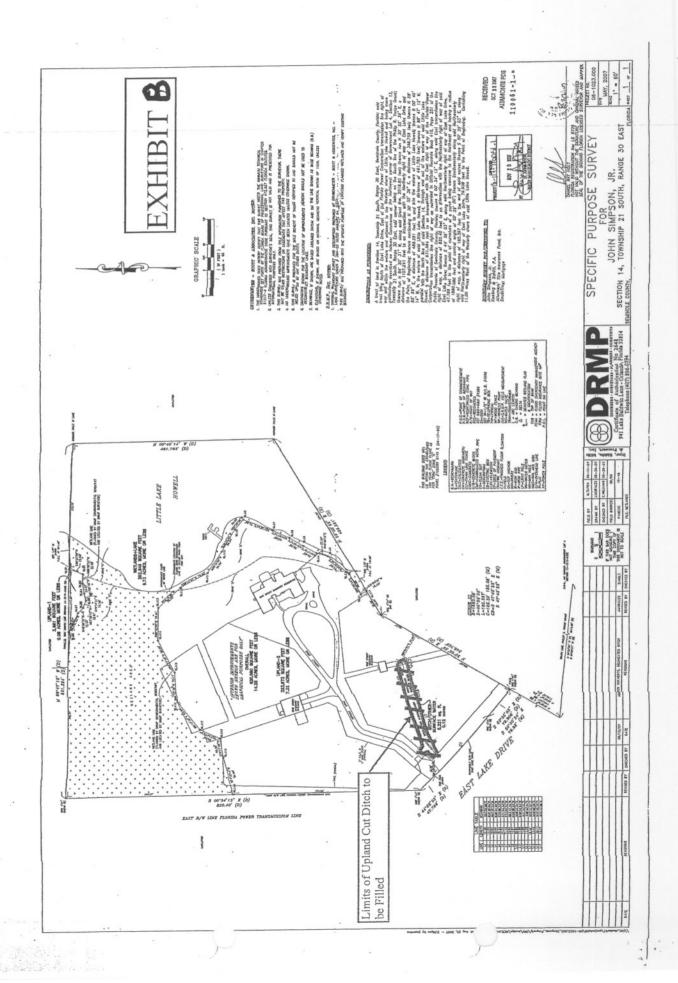
- I. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE BASELINE OF SURVEY FOR LAKE DRIVE BETWEEN STATIONS 192.14.07 AND 226.32.75 AS BEING SOUTH 84°34.41" EAST ACCORDING TO THE SEMINOLE COUNTY RIGHT OF WAY MAPS FOR LAKE DRIVE. COUNTY PROJECT NO. PS-331.
- 3. TOTAL AREA OF THE HEREIN DESCRIBED PARCEL IS 32,771 SOUARE FEET, MORE OR LESS.
- 4. SEE SHEET I FOR LEGAL DESCRIPTION: SEE SHEET 2 FOR PARCEL SKETCH.

### LEGEND:

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Δ	DELTA (CENTRAL ANGLE)	PT	POINT OF TANGENCY
C	CHORD DISTANCE	P.R.M.	PERMANENT REFERENCE MONUMENT
CB	CHORD BEARING	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
C.M.	CONCRETE MONUMENT	R	RADIUS
D	DEGREE OF CURVE	(R)	RADIAL
D.B.	DEED BOOK	(RT)	RIGHT
FND.	FOUND	R/W	RIGHT OF WAY
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L	LENGTH	SEC.	SECTION
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THIS INSTRUMENT PREPARED BY: DAVID G. SHIELDS ASSISTANT COUNTY ATTORNEY 1101 EAST FIRST STREET SANFORD, FL 32771 (407) 665-5736

## DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 3 day of Scotnuler, 2009, by and between JOHN F. SIMPSON, JR. and MARION L. SIMPSON whose address is 4600 East Lake Drive, Winter Springs, Florida 32708, hereinafter referred to as the GRANTORS, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

#### WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTORS do hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain all in accordance with the Lake Drive Simpson Plans and Specifications prepared by Lochrane Engineers-Surveyors, Project No. PS-331, Exhibits 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 5, and as submitted to the St. Johns River Water Management District on February 27, 2009, and further in accordance with the St. Johns River Water Management District Letter Modifying Permit No. 4-117-63028.5 dated April 15, 2009, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, across, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

#### SEE EXHIBIT "A"

 ${\tt TO}$   ${\tt HAVE}$   ${\tt AND}$   ${\tt TO}$   ${\tt HOLD}$  said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon.

THIS EASEMENT is conditioned on GRANTEE not disturbing, or causing damage to the present brick/block wall now existing on that westerly boundary line of this Drainage Easement, and to repair or replace such wall in the event of damages to said wall caused by the creation of or use of this Drainage Easement.

**GRANTORS** do hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and year first above written.

WITNESSES:	GRANTOR:
SIGNATURE  SONIA Mannello  PRINT NAME	JOHN F. SIMPSON, JR.
Managnet 81-	ADDRESS: 4600 East Lake Drive Winter Springs, FL 32708
Margaret Shea PRINT NAME STATE OF Florida,	
COUNTY OF seminale)	215+
of	was acknowledged before me this 31st day . SIMPSON, JR. D who is personally known as
identification.	Done Manuello
	Notary Public in and for the County and State Aforementioned
Expires 5/11/2010 Florida Notary Assn., Inc	My commission expires: 5 11 2010

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DONNA MANNELLO

WITNESSES:	GRANTOR:
SIGNATURE SIGNATURE	Marion L. SIMPSON Sempson
PRINT NAME	
Cotalea & Dibo	ADDRESS: 4600 East Lake Drive Winter Springs, FL 32708
Coralea A Hibdon	
STATE OF Florida (COUNTY OF Seminale)	
The foregoing instrument was of $\underline{\text{September}}$ , 2009, by MARION L. me or $\square$ who has produced identification.	s acknowledged before me this 3rd day SIMPSON, who is personally known to FUDL \$512.562.42.1075.0 as
CORALEA A. HIBDON Notary Public - State of Florida My Commission Expires Apr 19, 2011 Commission # DD 665194 Bonded Through National Notary Assn.	Print Name Coraled A Hibcon Notary Public in and for the County and State Aforementioned My commission expires: 4 · 19 - 2011

DSG/dre
07/23/09
Attachment
Exhibit A - Legal Description
P:\Users\dedge\My Documents\instruments\Simpson Drainage Easement.docx

SCHEDULE "A

PARCEL No.: N/A ESTATE: EASEMENT PURPOSE: DRAINAGE

A 20.00 feet wide Drainage Easement being a part of that parcel of land described in Official Record Book 1146, page 255 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at a 4-inch by 4-inch concrete monument stamped "PRM =2005" marking the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being the Intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant as shown on Seminole County Right of Way Map for Lake Drive, County Project Number PS-331; thence run North 00°14'06" West along the West line of said Section 13 a distance of 738.41 feet to a point on the Survey Baseline for Lake Drive as shown on said Right of Way Map; thence departing said West line run South 74°31'41" West along said Survey Baseline a distance of 289.31 feet to the point of curvature of a curve concave Northerly having a radius of 954.93 feet: thence run Westerly along the arc of said curve and continue along said Survey Baseline through a central angle of 54°24'42" a distance of 906.86 feet to the point of tangency; thence run North 51°03'37" West and continue along said Survey Baseline a distance of 510.24 feet to the point of curvature of a curve concave Northeasterly having a radius of 1909,86 feet; thence run Northwesterly along the arc of said curve and continue along said Survey Baseline a through a central angle of 05°39'00" a distance of 188.33 feet to the point of tangency; thence departing said curve and said Survey Baseline run North 44°35'23" East radial to the aforesaid curve a distance of 30.00 feet to a point on the existing Northerly right of way line of Lake Drive as shown on the aforesaid Right of Way Map; thence run North 45°24'37" West along said existing right of way line a distance of 1.37 feet for a Point of Beginning; thence continue North 45°24'37" West along said existing right of way line a distance of 28.45 feet; thence departing said existing right of way line run North 00°44′21″ West, parallel to and 10.00 feet Easterly of the Westerly line of that parcel of land described in Official Record Book 1146, page 255 as recorded in the Public Records of Seminole County, Florida, a distance of 835.29 feet to the Northerly line of said parcel; thence South 89°15'46" East along said Northerly line a distance of 813.33 feet to the Easterly line of said parcel; thence South 01°15'41" East along said Easterly line a distance of 20.01 feet; thence departing said Easterly line run North 89°15′46″ West a distance of 793.51 feet; thence South 00°44'21" East a distance of 835.00 feet to the Point of Beginning.

Containing 0.752 acres (32,771 square feet), more or less.

THIS IS NOT A BOUNDARY SURVEY

LOCHRANE ENGINEERING, INC.

LOGHRAME

EXHIBIT

Consulting Engineers - Surveyors

201 South Bumby Avenue Orlando, Florida 32803 (407) 896-3317

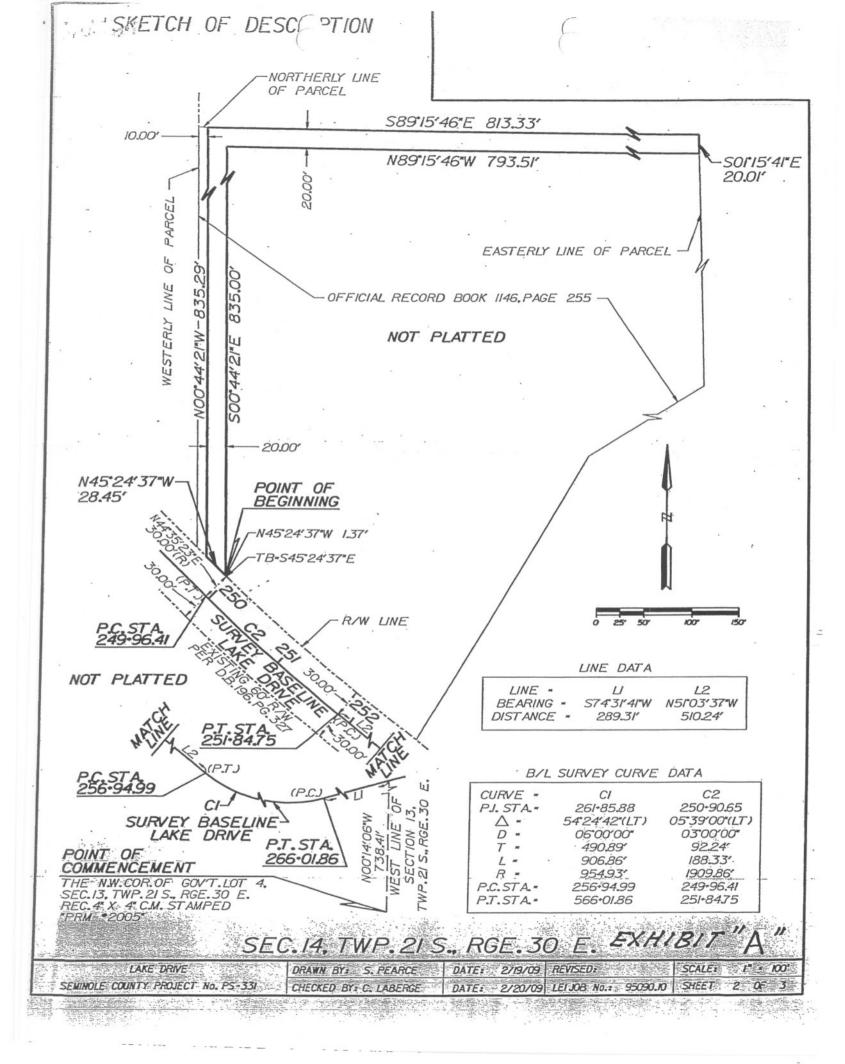
PROJECT NAME: LAKE DRIVE

DRAWN BY: S. PEARCE DATE: 2/19/09 SCALE: N/A

CHECKED BY: C. LABERGE DATE: 2/20/09 LEI JOB No.: 95090.10

SEC. 14: TWP. 2/S.; RGE: 30 E. REVISED: SHEET 1 0E 3

CHRISTOPHER A. LOBERGE P.S.M. No. 60/4 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



# GENERAL NOTES:

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EXHIBIT "A"

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LAKE DRIVE	DRAWN BY: S. PEARCE DATE: 2/19.	709 REVISED: SCALE: N/A
SEMINOLE COUNTY PROJECT: No. PS-331	CHECKED BY: C. LABERGE DATE: 2/20	1/09 LEI:JOB No.: 95090.10 SHEET 3 OF 3